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COMPANIES FORM No. 395

Particulars of a mortgage or charge

00400150 ✓

395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

4

06457363

Name of company

* Hops Pub Company Limited ("Hops Pub")

Date of creation of the charge

09 March 2009

Description of the instrument (if any) creating or evidencing the charge (note 2)

A supplemental legal charge (the "**Charge**") dated 09 March 2009 between Hops Pub (the "**Chargor**") and Dresdner Bank AG Niederlassung Luxemburg (the successor "**Security Trustee**"). The charge is supplemental to a debenture (the "**Debenture**") dated 27 March 2008 between, inter alios, Kaupthing Bank hf. (as the original Security Trustee), Plato Company 3 Limited (as Parent) and Town and City Pub Company Limited (as Borrower) along with its subsidiaries (as Original Guarantors).

Amount secured by the mortgage or charge

All present and future obligations and liabilities of the Parent and of each Obligor (whether actual or contingent and whether owed jointly or severally or in any other capacity whatever) which are, or are expressed to be, or may become, due, owing or payable to the Security Trustee (whether for its own account or as agent or trustee for the Secured Parties) or to any of the other Secured Parties under or in connection with any of the Finance Documents, together with all costs, charges and expenses incurred by the Security Trustee or any other Finance Party which are, or are expressed to be, or may become due, owing or payable by the Parent or any Obligor under or in connection with any Finance Document, except for any obligations or liabilities which, if they did constitute part of the Secured Liabilities, would result in this Charge (or any part thereof) contravening section 151 of the Companies Act 1985 (the "**Secured Liabilities**")

Names and addresses of the mortgagees or persons entitled to the charge

Dresdner Bank AG Niederlassung Luxemburg, 30 Gresham Street, London

Postcode EC2V 7PG

Presentor's name address and reference (if any):

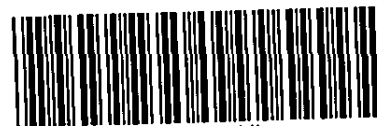
Slaughter and May
One Bunhill Row
London
EC1Y 8YY

SPH/SNLH

Time critical reference

For official Use (02/00)
Mortgage Section

Post room



LD2 13/03/2009 36
COMPANIES HOUSE

Clause 2 of the Charge.

Security

The Chargor with full title guarantee and as security for the payment of the Secured Liabilities charges in favour of the Security Trustee :-

- (A) by way of first legal mortgage the Property and;
- (B) by way of first fixed equitable charge, all of the Property not effectively charged by clause 2(A) above.

(Please see attached sheet of definitions)

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

Signed Slaughter and May

Date 11.03.2009

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Notes

† delete as appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Companies Form 395 (continued)

Definitions

"Accession Letter" means a document substantially in the form set out in Schedule 6 (*Form of Accession Letter*) of the Facility Agreement.

"Agency Fees Letter" means the agency and security trustee fees letter or letters between Dresdner Bank AG London Branch as Agent and/or Kaupthing Bank hf. as Security Trustee and the Parent.

"Agent" means Dresdner Bank AG London Branch. Note: the role of Agent has now transferred to Dresdner Bank AG Niederlassung Luxemburg

"Arrangers" means Dresdner Bank AG London Branch and Kaupthing Bank hf.

"Charged Property" means all of the assets of the Obligors which from time to time are, or are expressed to be, the subject of the Transaction Security.

"Commitment" means an LPC Facility A Commitment, an LPC Facility B Commitment, an LPC Facility C Commitment and an LPC Revolving Facility Commitment as the context requires.

"Compliance Certificate" means a certificate substantially in the form set out in Schedule 7 (*Form of Compliance Certificate*) of the Facility Agreement.

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Trustee.

"Facility Agreement" means the Senior Term and Revolving Credit Facility Agreement dated 27 March 2008 between, among others, Plato Company 3 Limited (as the Parent), Town and City Pub Company Limited (as the LPC Borrower), the Parent and certain of its subsidiaries (as the Original Guarantors), Kaupthing Bank hf (as Mandated Lead Arranger and Security Trustee) and Dresdner Bank AG London Branch (as Agent and Mandated Lead Arranger) as the same may be amended and restated or modified or supplemented from time to time.

"Finance Document" means the Facility Agreement, any Accession Letter, any Compliance Certificate, the Agency Fees Letter, the Intercreditor Agreement, the LPC PIK Notes, any Transaction Security Document, any Utilisation Request and any other document designated as a **"Finance Document"** by the Agent and the Parent.

"Finance Party" means the Agent, the Arrangers, the Security Trustee or a Lender.

"Holdco" means Plato Company 2 Limited (the immediate Holding Company of the Parent), a company incorporated under the laws of the Cayman Islands with registered number 206032 and whose registered office is at the offices of Ogier Fiduciary Services (Cayman) Limited, Queensgate House, South Church Street, Grand Cayman KY1-1108 Cayman Islands.

"Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.

"Intercreditor Agreement" means the intercreditor agreement dated the same date as the Facility Agreement and made between (among others) the Parent, Holdco, the other Obligors, the Security Trustee, the Agent, the Arrangers and certain Lenders.

"Lender" means:

- (a) any Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Lender in accordance with Clause 25 (*Change of the Lenders*) of the Facility Agreement.

"LPC Borrower" means Town and City Pub Company Limited a wholly owned indirect subsidiary of the Parent incorporated under the laws of England and Wales with registered number 06433242 and whose registered office is at Porter Tun House, 500 Capability Green, Luton, LU1 3LS

"LPC Deferred Commitment Fee PIK Note" means a note issued by the LPC Borrower pursuant to paragraph (b) of Clause 13.1 (*Commitment Fee*) of the Facility Agreement substantially in the form set out in Part III of Schedule 9 (*Form of LPC PIK Notes*) of the Facility Agreement.

"LPC Deferred Interest PIK Note" means a note issued by the LPC Borrower pursuant to Clause 10.4 (*Deferred Interest*) of the Facility Agreement substantially in the form set out in Part II of Schedule 9 (*Form of LPC PIK Notes*) of the Facility Agreement.

"LPC Facility A Commitment" means:

- (a) in relation to an Original Lender, the amount set opposite its name under the heading "LPC Facility A Commitment" in Part II of Schedule 1 (*The Original Parties*) of the Facility Agreement and the amount of any other LPC Facility A Commitment transferred to it under the Facility Agreement; and
- (b) in relation to any other Lender, the amount of any LPC Facility A Commitment transferred to it under the Facility Agreement,

to the extent not cancelled, reduced or transferred by it under the Facility Agreement.

"LPC Facility B Commitment" means:

- (a) in relation to an Original Lender, the amount set opposite its name under the heading "LPC Facility B Commitment" in Part II of Schedule 1 (*The Original Parties*) of the Facility Agreement and the amount of any other LPC Facility B Commitment transferred to it under the Facility Agreement; and

- (b) in relation to any other Lender, the amount of any LPC Facility B Commitment transferred to it under the Facility Agreement,

to the extent not cancelled, reduced or transferred by it under the Facility Agreement.

"LPC Facility B PIK Notes" means a note issued by the LPC Borrower pursuant to Clause 10.5 (*LPC Facilities B, D and E Interest*) substantially in the form set out in Part I of Schedule 9 (*Form of LPC PIK Notes*) of the Facility Agreement.

"LPC Facility C Commitment" means:

- (a) in relation to an Original Lender, the amount set opposite its name under the heading "LPC Facility C Commitment" in Part II of Schedule 1 (*The Original Parties*) of the Facility Agreement and the amount of any other LPC Facility C Commitment transferred to it under the Facility Agreement; and
- (b) in relation to any other Lender, the amount of any LPC Facility C Commitment transferred to it under the Facility Agreement,

to the extent not cancelled, reduced or transferred by it under the Facility Agreement.

"LPC PIK Notes" means the LPC Facility B PIK Notes, the LPC Deferred Interest PIK Notes and the LPC Deferred Commitment Fee PIK Notes.

"LPC Revolving Facility Commitment" means:

- (a) in relation to an Original Lender, the amount set opposite its name under the heading "LPC Revolving Facility Commitment" in Part II of Schedule 1 (*The Original Parties*) of the Facility Agreement and the amount of any other LPC Revolving Facility Commitment transferred to it under the Facility Agreement; and
- (b) in relation to any other Lender, the amount of any LPC Revolving Facility Commitment transferred to it under the Facility Agreement,

to the extent not cancelled, reduced or transferred by it under the Facility Agreement.

"Obligor" means each Original Obligor under the Facility Agreement except the Parent.

"Original Guarantors" means Plato Company 3 Limited, Town and City Pub Company Limited, Hops Pub Company Limited and Barley Pub Company Limited.

"Original Lender" means a Lender listed in Part II of Schedule 1 (*The Original Parties*) of the Facility Agreement as having a Commitment.

"Original Obligor" means the LPC Borrower or an Original Guarantor.

"Parent" means Plato Company 3 Limited, an exempted company incorporated under the laws of the Cayman Islands, with registered number 206194 and whose registered office is at the offices of Ogier Fiduciary Services (Cayman) Limited, Queensgate House, South Church Street, PO Box 1234, Grand Cayman KY1-1108, Cayman Islands.

"Property" means all that leasehold property known as Academy House, 59 West Street, Brighton registered at the Land Registry with title absolute under title number ESX223427.

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property.

"Secured Parties" means each Finance Party from time to time party to the Facility Agreement, any Receiver or Delegate.

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Security Trustee" means Kaupthing Bank hf. Note: the role of Security Trustee has now transferred to Dresdner Bank AG Niederlassung Luxemburg.

"Subsidiary" means in relation to any person, any entity (including, without limitation, any partnership) which is controlled directly or indirectly by that person or of whose dividends or distributions that person is entitled to receive more than 50% and **"control"** for this purpose means the direct or indirect ownership of the majority of the voting share capital of such entity or the right or ability to direct management to comply with the type of material restrictions and obligations contemplated in the Facility Agreement or to determine the composition of a majority of the board of directors (or like board) of such entity, in each case whether by virtue of ownership of share capital, contract or otherwise.

"Total LPC Facility A Commitments" means the aggregate of the LPC Facility A Commitments, being £17,034,899.84 at the date of the Facility Agreement.

"Total LPC Facility B Commitments" means the aggregate of the LPC Facility B Commitments, being £19,000,000 at the date of the Facility Agreement.

"Total LPC Facility C Commitments" means the aggregate of the LPC Facility C Commitments being £21,965,100.16 at the date of the Facility Agreement.

"Total LPC Revolving Facility Commitments" means the aggregate of the LPC Revolving Facility Commitments, being £9,500,000 at the date of the Facility Agreement.

"Transaction Security" means the Security created or expressed to be created in favour of the Security Trustee pursuant to the Transaction Security Documents.

"Transaction Security Documents" means each of the documents listed as being a Transaction Security Document in paragraph 4 of Part I of Schedule 2 (*Conditions precedent to initial Utilisation*) and/or paragraph 3 of Part II of Schedule 2 (*Conditions Precedent to utilisation of Pumpster Facilities*) of the Facility Agreement and any security documents entered into in

accordance with those documents and/or in accordance with Clause 23.34 (*Occupational Leases*) or Clause 23.37 (*Conditions Subsequent*) of the Facility Agreement and any document required to be delivered to the Agent under sub-paragraphs 12 and 13 of Part IV of Schedule 2 (*Conditions precedent required to be delivered by an Additional Guarantor*) of the Facility Agreement together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents.

"Utilisation Request" means a notice substantially in the relevant form set out in Schedule 3 (*Requests*) of the Facility Agreement.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

**COMPANY NO. 6457363
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL LEGAL CHARGE
DATED 9 MARCH 2009 AND CREATED BY HOPS PUB COMPANY
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE PARENT AND OF EACH OBLIGOR TO THE
SECURITY TRUSTEE OR TO ANY OF THE OTHER SECURED
PARTIES ON ANY ACCOUNT WHATSOEVER UNDER THE
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING
OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT
TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE
13 MARCH 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 MARCH 2009

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